

RESOLUTION #18-0129-11

Authorize purchase of Fire Rescue Engine

WHEREAS, the Liberty Township Board of Trustees approved the RFB process for the purchase of fire rescue engine with Resolution 18-0116-06, and

WHEREAS, staff recommends the Board approve the purchase of a fire rescue engine through Sutphen Corporation as detailed on the attached proposal.

NOW, THEREFORE BE IT RESOLVED, THAT THE LIBERTY TOWNSHIP BOARD OF TRUSTEES, DELAWARE COUNTY, OHIO, authorizes the payment of \$613,229.00 \$700,000.00 for the purchase of a Sutphen Monarch Custom Rescue Engine as detailed on the attached proposal, payable to Sutphen Corporation, 6450 Eiterman Road of Dublin, Ohio 43016; payment is to be made from Fiscal Year 20189 budgeted funds.

Motion made by Leneghan and seconded by Gemperline

Vote: N/P Mrs. Eichhorn yes Mr. Gemperline yes Mrs. Leneghan

This Resolution shall be in force and become effective immediately upon its execution.

01-29-2018

Date

Melanie Leneghan

Melanie Leneghan, Trustee

CERTIFIED BY:

Mike Gemperline
Mike Gemperline, Trustee

Nancy Denutte
Nancy Denutte, Fiscal Officer

--not present--
Shyra Eichhorn, Trustee



**FAMILY OWNED
SINCE 1890**

PROPOSAL

To The:

Liberty Twp Fire Department
Powell, OH

Date: 12/21/17

FOR YOUR REVIEW:

We hereby propose and agree to furnish the following firefighting apparatus upon your acceptance of this proposal:

One Sutphen Monarch Custom Rescue Engine.....\$613,229.00*

*This price is based on payment in full at the time of delivery.

*This price is based on Ohio State Term Schedule #800257

The truck will be manufactured completely in accordance to the following proposal and delivered approximately **12-13 months** after receiving of purchase order or signed purchase agreement, subject to delays from all causes beyond our control.

Respectfully submitted by:

Andy J. Herb
Sales Representative
(800)-848-5860

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • Toll Free 800 848-5860 • Fax 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com

in 2019



PURCHASE AGREEMENT

FOR

SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this _____ day of January, 2018, by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the Liberty Township Fire Department of Powell, OH, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.

2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of Six Hundred Thirteen Thousand Two Hundred Twenty Nine & 0/100 (\$ 613,229.00) payable in full upon delivery.

3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at Sutphen Corporation within approximately 12-13 Months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays due to strikes, failure to obtain materials or other causes beyond Sutphen's control.

4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.

5. TESTING SHORTAGES: The apparatus shall be tested per NFPA#1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.

6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.

8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.

9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.

11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By _____
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By _____

Title _____

Date _____

PURCHASER

THE Liberty Township Fire Departm

By Melanie Keneigh

Title Liberty Twp. Trustee Chair

Date January 29, 2018

By Nancy Kenutte

Title Liberty Twp. Fiscal Officer

Date January 29, 2018